

**IT Professional Technical Services
Master Contract
T#902TS**

**Statement of Work (SOW) – DHS #09-022
For Technology Services
Issued by**

Minnesota Department of Human Services

Project Title: Web-based Collaborative Forms Generation Tool

Service Categories:

Responders must be approved for one of the following categories in order to be considered:

- **Analyst – Technical**
- **Architecture Planning & Assessment – Information Data**
- **Web Design & Development – HTML/XML/DHTML CSS Javascript**

Background

The Minnesota child support program is state supervised, and county administered. Title IV-D of the Social Security Act defines IV-D cases as cases where a participant has applied for child support services or was referred for services from a public assistance agency.

The Minnesota Department of Human Services (DHS) – Child Support Enforcement Division (CSED) was awarded a federal demonstration grant to streamline and simplify its child support modification policy and processes so that adjustments are made expediently, with minimal burden, at a reduced cost, while upholding parties' access to justice, compliance with court rules, and ensuring due process.

The primary objectives of the project are:

- Reduce the number of days it takes to complete the county child support office's process of review and modification from the time the review is initiated to the receipt of the modified order
- Reduce the amount of time child support officers, parents, county attorney staff, court staff, magistrates and judges spend completing the process on IV-D cases
- Simplify forms, instructions and processes so that the product evaluation reflects an increase in parents understanding, ability, and willingness to initiate the process, while reducing the need for assistance
- Develop or enhance automated tools or assists to identify and expedite less complicated presumptive modification-needed cases in the IV-D system

There are three ways IV-D cases get their child support orders modified in Minnesota: 1) Private Attorneys bring modification actions at the request of a participant on the case, 2) The child support office brings the modification action, 3) The participant on the case brings an action on their own, referred to as a pro se action.

Business Need

The statewide computer system, PRISM, is where the county initiated modification documents are contained. PRISM's document generation system has no word processing features, is difficult to manage and change from a technical standpoint, and is not accessible by county attorney staff or child support magistrates. The pro se forms are only available by hardcopy at local court administration offices, or on the internet as a print and fill in the blank document. Both formats are time consuming for users. The pro se forms are particularly more difficult in that they are legal documents with legal requirements not easily understood by non-lawyers.

CSED desires to build a web-based collaborative forms generation tool that can be accessed by child support staff in all 87 counties, child support magistrates, county attorney staff, Tribes, and child support participants who

want to file a pro se child support modification action. The forms should be accessible from any location that has internet availability. CSED does not require a single forms generation tool or process to achieve our desired outcomes.

Parties who might interact with the system:

- Child support officers create the initial documents and send them to the county attorney for changes, editing, approval and signature
- The public (Pro se litigants) creates and prints their legal documents from a remote location (such as the library or at home at their computer)
- Child support magistrates write orders based on information in motions created by the county or the pro se litigant. Magistrates must replicate information into their orders from the county or pro se documents

Project Results

The scope of this SOW includes the design, development, implementation and some potential ongoing support of a web-based tool that would allow internal and external users (as described above) to access a document generation system, while minimizing manual intervention by users.

The tool will have these basic collaboration capabilities/features:

- Web-based
- User-friendly and maintainable by CSED
- File and document sharing that stores documents and files in a common area where they can be accessed by appropriate staff
- Security features to protect private and confidential data from outside the system and in some cases, from user to user
- Check-in/check-out functions that manage access so users don't have to reconcile concurrent changes.
- Versioning and archiving that track updates so that staff can revert to or refer to previous versions of files.
- Basic word processing features such as spell check, cut and paste, formatting, print preview
- Data field interface capability with the statewide mainframe computer system (PRISM)
- Carry over paragraphs and data from one document to another, preventing re-entry of data and language
- Document lock-down after final approval, and final document archiving
- Ability for county staff and magistrates to create, modify and save templates unique to their county
- Ability to print entire document or print a selected page

Project Milestones and Schedule

- Anticipated project start date: February 1, 2010
- Key deliverable dates: Specific due dates can be negotiated between the selected Responder and CSED. Proposed dates should be provided as part of the Response.
- Anticipated project end date: All required results must be delivered no later than June 30, 2011. Proposed completion date should be provided as part of the Response.

Project Environment (State Resources)

The Technology environment includes, but it not limited to:

- DHS current environment - both mainframe (adabase/natural) and web based (Java, Sharepoint)
- The selected Responder is required to work collaboratively with team members including:
 - a) CSED Project Manager who is the primary contact for work plan, schedule and status
 - b) CSED Project Sponsor
 - c) CSED project teams
 - d) CSED Technical Lead
 - e) The selected Responder is required to perform at least 50% of the work on site at the CSED office.
 - f) CSED may provide workstations and workspace for the selected Responder's project team, subject to team size and space availability..

Agency Project Requirements

- The total cost of the project is not expected to exceed \$120,000.
- CSED will have primary responsibility for web page design.
- The application(s) delivered must be in compliance with the Statewide Enterprise Architecture and DHS requirements.
- The project management deliverables must be compliance with Statewide Project Management Methodology.
- All deliverables must be in compliance with applicable industry/agency standards
- Selected responder's access to any proprietary source code or architecture of the case management system will be coordinated by CSED, but will be granted at the discretion of the owner of said source code or architecture.
- Provide, at a minimum, a one (1) year warranty on all software and/or other project deliverables.
- Integration of this application with the content provided by the current static Child Support website http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_000160 and/or the State Courts Self Help website <http://www.mncourts.gov/selfhelp/>
- CSED anticipates that it may require some ongoing support, beyond the required warranty, after the receipt of all deliverables and completion of required knowledge transfer. The selected Responder must be available to provide this support, however CSED's need will be dependent on many factors and actual delivery of ongoing support, if needed, may fall outside the scope of the initial contract award.

Responsibilities Expected of the Selected Responder

- Familiarize themselves with the requirements for the applications the selected Responder will develop.
- Develop a detailed project work plan and timeline, with defined milestones and deliverables, that meets CSED requirements.
- Produce all deliverables specified in the above work plan, to the satisfaction of CSED; all deliverables must seamlessly integrate with any work done by CSED, and meet all applicable CSED and State standards.
- Provide staffing adequate to meet project deadlines.
- Conduct all activities and provide all documentation required for necessary knowledge transfer to CSED, to the satisfaction of CSED
- Provide the CSED Project Manager with written weekly status reports that include progress against scheduled milestones and issues requiring resolution.

Required Qualifications

The required minimum qualifications are listed below. Required Qualifications will initially be evaluated on a pass/fail basis. **The Response must specifically indicate how the Responder's proposed project staff collectively (not individually, except where indicated) meets all of these minimum qualifications.** If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the determination), then the Response will be eliminated from further review.

- Project manager/lead must have minimum 3 years experience in all phases of IT project management
- Minimum 3 years experience with business analysis and functional design
- Minimum 3 years system application design experience
- Minimum 3 years experience developing eDOC/document generation systems
- Minimum 3 years experience with system implementation

Process Schedule

- | | |
|---|--------------------------------|
| • Deadline for Questions | December 4, 2009, 3:00 PM CST |
| • Posted Response to Questions | December 11, 2009 |
| • Proposals due | December 18, 2009, 3:00 PM CST |
| • Anticipated proposal evaluation begins | December 21, 2009 |
| • Anticipated evaluation completed & decision | January 22, 2010 |

Questions

Any questions regarding this Statement of Work must be submitted via e-mail by **December 4, 2009, 3:00 PM Central Standard Time** to:

Name: Lisa Lazaretti, Project Manager
Email Address: lisa.lazaretti@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by the end of the day, **December 11, 2009**.

SOW Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below. Detailed information on the content, format and submittal requirements is provided in the next section of this SOW, Response Requirements.

Step 1. Pass/Fail on Proposal Requirements

Step 2. Initial Pass/Fail evaluation of Required Qualifications. If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Step 3. Evaluation of responses that pass Step 1 and 2, based on the following criteria:

- Company (5%)
- Work plan (35%)
- Knowledge and experience of proposed project staff (Required Qualifications) (30%)
- Cost (30%)

At any time during the evaluation phases, DHS may, at its discretion, contact a Responder to: (1) provide further or missing information or clarification of their Response, (2) provide an oral presentation of their Response, or (3) obtain the opportunity to interview key personnel. Reference checks may also be made at this time.

Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. There is no guarantee that the State will look for information or clarification outside of the submitted written Response. Therefore, it is important that the Responder ensure that their Response is complete and **all** requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

If you have any questions on the administrative requirements listed below, please contact: dhs.it-responses@state.mn.us.

1. Responses must be received no later than **December 18, 2009, 3:00 PM Central Standard Time (CST)** and must be submitted via email to **dhs.it-responses@state.mn.us**.

Responses sent to any other e-mail address will not be considered.

It is the Responder's sole responsibility to ensure that their submittal is **received** at the dhs.it-responses@state.mn.us email address by the response deadline. Responses **received** after the deadline will not be considered, regardless of any documentation showing when the response email was sent.

2. The Statement of Work # and Project Title should be included in the subject line of your Response e-mail.
3. The Responder must be qualified for at least one of the service categories indicated on this SOW, under its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology, before the response deadline.

4. Responses must include the following:

- a. **Cover letter** identifying respondent and respondent's representative during the procurement process
- b. **Conflict of interest statement** as it relates to this project (see General Requirements section)
- c. **Company overview** – include the following:
 - i) company background – years in business, history, company size and growth, areas of expertise, etc.
 - ii) description of completed projects similar to the one described in this SOW
 - iii) references from three clients with similar type projects
- d. **Project work plan** - proposed work plan, with the following minimum requirements
 - i) **Executive Summary:** This should demonstrate the Responder's understanding of the services requested in this SOW and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to meeting the project requirements and achieving the results defined in this SOW.
 - ii) **High-level work plan:** This component should explain how the Responder will approach the project, describe the major activities, milestones and deliverables required to achieve the goal of this SOW. Responder should detail how the project will be carried out in an effective and efficient manner, describe staffing and other resources (both state and vendor) required. Effort estimates should provide adequate detail for justification, as well as a description and quantification of the work steps. Work plan should include timeline with target dates for project milestones/deliverables. Responder should include information on how reporting on the health of the project, project deadlines, and project risk will be managed.

This component should also include the Responder's plan for providing ongoing support, beyond the required warranty, after the receipt of all deliverables and completion of required knowledge transfer. CSED's need for this support will be dependent on many factors and actual delivery of ongoing support, if needed, may fall outside the scope of the initial contract award. The Responder's proposed approach for providing this service will be a factor in evaluating proposed project work plans. However the cost of these services, if any, will not be factor in scoring the cost proposals and should not be included in the proposed total cost.
 - iii) **Implementation plan:** This should describe the Responder's plan to migrate the product.
- e. **Staff qualifications** -The response must specifically indicate how the Responder's proposed staff meets or exceeds all the Required Qualifications. The following must be included:

- i) Qualification summary information that will allow DHS to easily determine if proposed staff meets or exceeds minimum Required Qualifications (pass/fail). Below is the suggested format for this information:

Required Qualification	Staff – name & role on project	Years of Experience	Projects worked on that demonstrate these qualifications (at least some description, not just a list)

- ii) Include resume for each staff member, in addition to the above information. Resume must support qualification summary information and should detail experience specific to this project.

- f. **Cost** – detailed cost proposal, including the following:
 - i) Total project cost, **excluding** ongoing support (other than that covered by required 1-year warranty)
 - ii) Cost per project deliverable – should link to the proposed workplan
 - iii) Hourly rate for each staff member Responder intends to assign to the project. Hourly rates cannot exceed the hourly rates identified in Responder's 902TS master contract.
5. Required forms. These forms must be signed by the appropriate individual within the company, scanned into a file, and included with the e-mail submission. If Responder does not have access to a scanner, please send an e-mail dhs.it-responses@state.mn.us and other options will be considered.
 - a) Affidavit of non-collusion
 - b) Location of Service Disclosure
 - c) State of Minnesota – Immigration Status Certification
 - d) Certification Regarding Lobbying
 - e) Affirmative Action Certificate of Compliance
6. If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status.
7. If applicable, documentation showing certified, veteran-owned/service disabled small businesses status.

Please note that when verifying eligible service categories and hourly rates, DHS uses the information on the Office of Enterprise Technology's Website. It is the Responder's responsibility to verify that the website information matches their current records and inform the Office of Enterprise Technology of any discrepancies. Please note that OET currently has two active master contract programs. This SOW is only for vendors participating in the 902TS program.

Constraints or rules on respondents

- DHS personnel other than the designated contacts indicated are NOT authorized to discuss this SOW with responders, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contacts.
- Contact regarding this Statement of Work with any personnel other than the designated contacts could result in disqualification.
- The designated contacts will only provide information that clarifies this statement of work, and the projected date for the award announcement; any attempt at communication regarding the evaluation, or the other respondents to the statement of work will be ignored, and could result in disqualification.
- After the question submittal deadline, all allowable communication should be directed to dhs.it-responses@state.mn.us.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected Responder. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs

connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Responder must agree to the following liability language for this Statement of Work:

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- or
- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all responses.

Required Form:

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Required Form:

STATE OF MINNESOTA

LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

Check all that apply:

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company:

Authorized Signature:

Printed Name:

Title:

Date:

 Telephone Number:

Required Form:

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Required Form:

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

Required Form:

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

**Sample Work Order Contract:
STATE OF MINNESOTA
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____

[Detailed Description of Tasks/Duties/Deliverables/Timelines]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

[list out each deliverable and amount to be paid for each deliverable]

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

7 Key Personnel

The Contractor's Key Personnel is [Name & Title]. Contractor will not add, replace, remove, or substitute the named key personnel without the prior written approval of the State's Authorized Representative.

8. Employee Status. By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, CONTRACTOR certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, CONTRACTOR and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

CONTRACTOR shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by CONTRACTOR and made available to the STATE upon request. If CONTRACTOR or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the STATE reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debarring the CONTRACTOR from state purchasing.

9 Affirmative Action Requirements for Contracts in Excess of \$100,000 and where the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

- 9.1 ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 9.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 9.3 ***Minn. R. Parts 5000.3400-5000.3600.***
 - (A) ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - (B) ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee

or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

10. Criminal Background Check Required. CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office or accessing STATE's protected information must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

11. Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.